



# REQUEST FOR PROPOSAL

RFP 072015

Bay County Sheriff Department  
Inmate Medical Care Services

THOMAS HICKNER  
BAY COUNTY EXECUTIVE

**REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER**

IF FOR ANY REASON YOU CANNOT RETURN THIS PROPOSAL, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

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<b>DATE OF REQUEST</b>	MAY 29, 2015
<b>REFERENCE PROPOSAL NUMBER</b>	RFP 072015
<b>WALK-THROUGH TIME &amp; LOCATIONS</b> <b>***MANDATORY***</b>	JUNE 5, 2015 9:00 AM BAY COUNTY LAW ENFORCEMENT CENTER 503 THIRD STREET BAY CITY, MI 48708
<b>QUESTIONS FROM PROPOSERS DUE</b>	JUNE 12, 2015 5:00 PM EDT
<b>RESPONSES DUE FROM COUNTY</b>	JUNE 19, 2015 5:00 PM EDT
<b>PROPOSED DATE/TIME REQUIRED</b>	JUNE 26, 2015 11:00 A.M.
<b>SUBMIT PROPOSAL TO</b>	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
<b>MARK PROPOSAL</b>	"BAY COUNTY SHERIFF'S OFFICE INMATE MEDICAL CARE SERVICES" DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

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The Bay County Purchasing Division is soliciting sealed proposals for the provision of medical program management and health care services to the inmates housed within the Bay County Law Enforcement Center, located at 503 Third Street, Bay City, Michigan.

**DEFINITIONS:**

- Facilities –Bay County Jail. The jail capacity is 249 beds which consist of the housing for Bay County inmates and inmates from other governmental entities.
- Physician – an individual holding a license to practice medicine in the State of Michigan and is contracted by the County of Bay.
- Nurse – a Registered Nurse who cares for the inmates through a contract with the County of Bay. A licensed health-care professional who practices independently and is supervised by the contracted physician.
- Medication Distribution Technician – primary duty is to distribute meds to inmates three (3) times per day in housing pods under supervision of Nurses. Inventory medication cart and meds in med room once daily. Restock med cart after the medication distribution is completed. Filing of charts and other duties as assigned by nursing staff if time is permitted. This is a non-licensed position.
- Office Assistant/Clerical – Provides clerical support to physician and nurses; coordinates inmate medical and dental appointments; acquires inmate medical records from outside physicians, hospitals, pharmacies and jails; orders medications from Pharmacy contractor; identification and inventory of medications; returns unused medications to Pharmacy contractor IAW standards set forth by that contractor; acts as liaison between Jail Administration, Jail Billing Clerk and Medical Contractor; provides statistics, inmate medical updates and pertinent information as requested by Jail Administration; and medication distribution. This position is full time, Monday thru Friday, up to 40 hours per week.
- Pharmacy – a contracted vendor with the County of Bay that the Physician and Nursing staff will work in conjunction.

**GENERAL SPECIFICATIONS:**

1. Proposals shall include both medical care.
2. Services: Bay County Jail - 16 hours per day 7 days per week 52 weeks per year for an average inmate population of approximately 212.
3. The bidder will be required to have knowledge of the billing process for Blue Cross/Blue Shield.

**PHYSICIAN SERVICES SPECIFICATIONS:**

1. Bidder must be organized for the purpose of providing health care services and must have minimum of five (5) years' experience with proven effectiveness in Health Care Services relating to Jails.
2. Bidder must have qualified and trained staff with sufficient back-up personnel.
3. Any medical provider submitting a bid must be fully licensed and in good standing to practice medicine in the State of Michigan. A copy of said license is to be submitted with the bidding documents.
4. The facility will require an on-site physician services a minimum of three (3) hours per week at mutually agreed times. On-call physician services are required twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.

5. Pricing is to include a flat rate for each year of the agreement as well as an hourly rate charged when the physician is called in beyond the regularly scheduled sessions. (This call-in rate is to include a stipulation for a one hour minimum charge).
6. The physician is on-call at all times during the term of this agreement. **In the case of an absence the physician may have a physician's assistant or a substitute physician fill in. The fill-in's information must be listed in the proposal.** Bay County jail administration must be made familiar with the substitute prior to his/her working in the capacity of the jail physician. Any individual filling in for the contracted physician must be covered and listed under the same liability and malpractice insurance requirements as listed above. Jail administration and nursing staff shall be made aware prior to the absence of the contracted physician that an absence is expected to occur. Prior to an absence it is the responsibility of the jail physician to provide all of the contact information of the fill-in physician.
7. Bidders are required to submit a statement of their individual/firm's experience and qualifications to provide inmate medical services for County Jails. Bidder must also provide in these bid documents, the same information for their fill-in physician if there is to be one.
8. The Contracted physician must work within all state and federal privacy laws.
9. The County of Bay and/or the Sheriff or his/her designee reserves the right to dismiss an employee of the contractor from the worksite without cause. Dismissal may occur (but not limited to) if a Contract employee is believed to be ill, under the influence of drugs or alcohol, inappropriate relationships with inmates, deliberately antagonizing inmates, deliberately ignoring inmates medical needs, gross unprofessional conduct, failure to follow orders of the Sheriff or his designee or physician, nonfeasance, malfeasance, misfeasance or gross ignorance of safety and security protocols. Dismissal may be temporary or permanent.

#### **NURSING SERVICES SPECIFICATION:**

1. To provide nursing services to inmates.
2. To provide a Registered Nurse at the Bay County Jail for a minimum of 112 hours per week with a maximum of 127 hours per week and to be on call twenty-four (24) hours per day during the term of this agreement.
3. The County will provide a suitable, secure facility in which Provider's Jail Nurse can provide appropriate health care as required and the necessary equipment and supplies to allow adequate nursing at the Facilities.
4. To provide a Registered Nurse to the Facilities on a reasonable notice from the jail physician and assist the jail physician as he or she deems necessary. It is understood that the determination of what is "necessary" in this context is in the jail physician's sole discretion.
5. To provide at a minimum the following services under the direction of the jail physician:
  - a. Intake medical screening of inmates.
  - b. Sick call for inmates.
  - c. Coordinate and distribute medication for inmates.
  - d. Telephone consultation.
  - e. Assist physician with visits and complete physical examinations and record within ten (10) days of booking date.
  - f. Examinations must be signed off by a physician within 14 days.
  - g. On-call services to include prescription verifications, consults, evaluations and referrals as necessary on a 24-hour basis. Response to pages will be within 20 minutes from the time of page.

- h. Nursing staff will be responsible for tuberculosis tests on all inmates, as well as reading same tests or training staff to follow through with the same.
  - i. Follow-up on all hospitalized inmates on as needed basis.
  - j. Provide health assessments, which are in accordance with Michigan Corrections Department, the Department of Consumer & Industry Services Division of Child Welfare Licensing Child Caring Institutions and established by Bay County.
  - k. Provide staff training as needed for urgent or emergent medical conditions.
  - l. Provide monthly statistical reports to the Jail Administration and the Sheriff for the Jail and to the Be first responder in case of a medical emergency at either facility.
  - m. Documentation if inmates ordered medication was not administered and the reason.
6. It will be the understanding that the jail nurse assigned shall receive and take instructions and directions from the jail physician retained by the county.
  7. Nursing staff needs to work in cooperation as a team with mental health and substance abuse team for treatment of inmates.
  8. Meetings with Jail Administration, Community Corrections, mental health/substance abuse and nursing staff when needed to discuss inmate treatment. Meeting will be set when needed. Policies will be provided to and reviewed by Jail Administration.
  9. To submit all itemized invoices for services to the County on a weekly basis. Itemizing shall include the detailing of the hours provided and the types of services provided. The County will pay the invoice within thirty (30) days from the end of the period.
  10. The jail nurses are considered an independent contractors and not employees of Bay County. The jail nurses must at all times provide worker's compensation insurance coverage for each of its employees.
  11. At all times the jail nurses must maintain a valid license or certification to conduct nursing activities within the State of Michigan. A copy of said license must be provided to the County upon signing of any agreement or contract.

#### **QUALIFICATIONS OF CARE PROVIDERS:**

The following are the minimum bidder qualifications for the project:

1. The bidder must be organized and existing for the primary purpose of providing medical services within a correctional environment.
2. The bidder must have at least two (2) continuous years of corporate experience (not individual) in administering medical programs in a jail facility setting.
3. The bidder must have demonstrated its experience and the quality of its service by having obtained the accreditation of the National Commission of Correctional Health Care in a jail and/or prison system or equivalent accreditation. Copies of such accreditation shall be submitted with your bid. If the proposer has not accomplished this, a detailed plan must be outlined as to how accreditation will be accomplished in Bay County.
4. The bidder must have demonstrated its ability to provide a medical care system specifically for the Bay County Jail. It must demonstrate that it has the ability of immediate contract start-up that it has a proven system of recruiting and retaining staff and that it has an adequate support staff in its central office capable of completely supervising and monitoring its operation at the Bay County Law Enforcement Center.

5. The bidder must have a demonstrated recruiting program for all staff including professional care providers.
6. The bidder shall have in place policies and procedures for correctional care.
7. The bidder must provide three (3) references relating to jail experience, two (2) references must be current clients and one (1) must be a former client.

**ADDITIONAL INFORMATION REGARDING THE BAY COUNTY JAIL MAY BE FOUND IN EXHIBIT A**

**REQUIREMENTS OF BIDDER:**

1. Successful bidder will be required to sign an affidavit stating compliance with all tax codes and all State, Federal and County laws as applicable.
2. All bids must be good for 120 days.
3. The County may request an interview and/or oral presentation of any firm who submits a proposal for the purpose of asking questions and for clarification regarding ambiguous areas of their proposal.
4. There will be a **MANDATORY WALK-THROUGH** on **June 5, 2015** at 9:00 AM at the Bay County Law Enforcement Center located at 503 Third Street, Bay City, MI 48708.

**CONTRACT INFORMATION:**

1. The County, without invalidating its contract may order extra services or make change by altering, adding to or deducting from the services, with the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the contract except that any claim for extension of time caused by any directed change shall be adjusted by a change order at the time of ordering such change.
2. The contract period will be five (5) years beginning no later than September 1, 2015 and ending on August 31, 2020.

The contract shall be terminated:

- i. Immediately, if the County and service provider mutually agree in writing to termination.
  - ii. Immediately, if the service provider fails or refuses to faithfully or diligently perform the services, provisions, or duties of the contract, or for other good cause. Depending upon the seriousness of the breach, the County will use best efforts to provide thirty (30) days written notice of conditions endangering performance.
  - iii. With seven (7) days written notice notwithstanding any other provision of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the County to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Bay County shall have the right to terminate the contract without penalty after documenting the lack of funding. The service provider shall receive compensation for services performed prior to termination.
3. All persons performing work on behalf of the successful bidder shall be considered the service provider's employees or agents.
  4. All bids must demonstrate that the bidder has willingness and ability to comply with bidding documents, in particular the Standards for Health Services in Jails 2008 established by the National Commission of Correctional Health Care.

## **CONTENTS OF PROPOSAL PACKET:**

All proposals must contain the following information. Failure to submit the requested information may result in disqualification of the bidder.

1. This portion of the proposal should include the actual program cost for the first year of the contract and a guaranteed inflationary formula for subsequent years of the contract, if any, and a per diem rate for population fluctuations. Proposals will only be accepted on the attached form. **(SEE ATTACHMENT A)**

### **COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A MEDICAL CARE PROVIDER**

2. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**
3. Each bidder shall be required to complete the attached questionnaire. **(SEE ATTACHMENT C)**
4. References. Bidder will provide three (3) jail references. Two (2) of the references must be current clients and one (1) reference must be a former client. **(SEE ATTACHMENT D)**
5. Sufficient information concerning the medical service programs of the provider for the County to evaluate whether or not the bidder meets the minimum requirements contained in these bidding documents. This information should include a detailed explanation of how on-site and off-site health services will be provided. **(LABEL ATTACHMENT E)**
6. The name and resume of the individual who will be the onsite Program Administrator and name and resume of the individual who will be the onsite physician and on call physician. **(LABEL ATTACHMENT F)**
7. A letter of intent from an insurance company authorized to do business in the State of Michigan stating its willingness to insure the bidder in the amounts set forth below. **(LABEL ATTACHMENT G)**
8. A full and complete staffing and organizational chart with an explanation of how medical services for inmates at the Bay County Jail will be delivered. **(LABEL ATTACHMENT H)**
9. Accreditation – The proposal shall address the bidder’s plan to secure and/or maintain National Commission of Correctional Health Care (NCCHC) accreditation for the health care delivery system at the Bay County Jail. Please explain how the bidder is affiliated with NCCHC. **(LABEL ATTACHMENT I)**
10. Information concerning the following personnel matters: **(LABEL ATTACHMENT J)**
  - a. Recruitment practice.
  - b. Equal employment opportunities.
  - c. Licensure/certification requirements.
  - d. Staff training and personnel development.
  - e. Orientation of new personnel.
  - f. Employee support program.
  - g. Continuing education.
  - h. In-service training.
  - i. Performance review.

11. Transition Plan: The bidder is to describe in detail how it would make the transition from the current service provision to ensure the full delivery of services. The plan should address specifically who would be doing what on which dates and times, including the formulation of plans, hiring of employees and subcontractors and ensuring continuity of care. **(LABEL ATTACHMENT K)**
12. Program support services: In addition to providing on-site services, off-site services and personnel services that bidder will also be expected to provide professional management services to support the health program at the facility. **(LABEL ATTACHMENT L)**

The additional support services are as follows:

- a. Peer Review committee – The proposal shall indicate the method to be used in instituting and maintaining a Peer Review Committee. The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the health program at the facility. The bidder shall identify the membership of the committee and how often the committee will meet. The County has final approval of committee membership.
  - b. Quality Assurance Program – Specify guidelines for a Quality Assurance Program (QAP). The program administrator will establish a program for assuring that quality medical care services are provided to inmates. The QAP will evaluate the health care provided to inmates both on-site and at off-site facilities for quality, appropriateness and continuity of care.
  - c. Cost Containment Program – Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in the section shall be the mechanism by which the bidder plans to control medical care costs, areas which cost savings will be achieved and evidence of the success of such a program at other contract sites.
  - d. Management Information System – Indicate the method to be used in implementing a system for collecting and analyzing the trends in the utilization of medical care services. Bidders must provide a copy of the format to be utilized for reporting the date. The format utilized must be acceptable to the Bay County Sheriff Department and the Bay County Board of Commissioners.
13. Each bidder is required to submit copies of the applicable policies and procedures. If you wish label the documents as “Proprietary” **(LABEL ATTACHMENT M)**

#### **GENERAL INFORMATION:**

1. CHANGES TO RFP: All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. CONTACT INFORMATION: To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at [mooref@baycounty.net](mailto:mooref@baycounty.net); failure to do so may limit your ability to submit a complete, competitive proposal.
3. RIGHT TO WITHDRAW BIDS: By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP’s terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder’s Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason (“Late Withdrawal”), Bidder shall pay liquidated



damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.

4. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
  - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.
- e. Professional Liability: The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
  2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
9. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
10. PROPOSAL DELIVERY: Proposals must be returned no later than **June 26, 2015 @ 11:00 a.m.** in a sealed envelope clearly marked **"Bay County Sheriff's Department Inmate Medical Care Services"--- Deliver to the Purchasing Office immediately.** Please provide five (5) printed copies of the submission. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7<sup>th</sup> Floor, Bay City, Michigan 48708.

**The County will not accept proposals sent by FAX machine or E-mail.**

11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7<sup>th</sup> Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

16. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**
17. QUESTIONS: All questions about this RFP must be directed by June 12, 2015, in writing, via email, to:

Frances Moore  
Purchasing Agent  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

Bay County reserves the right to not respond to questions submitted after the due date.

**ADA ASSISTANCE:** The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn  
Director of Personnel and Employee Relations  
Bay County Building  
515 Center Ave. 3<sup>rd</sup> Floor  
Bay City, MI 48708-5128  
(989) 895-4098  
(989) 895-4049 TDD

Frances Moore, Purchasing Agent  
Bay County Finance Department  
Bay County Building  
515 Center Ave. 7<sup>th</sup> Floor  
Bay City, MI 48708  
989-895-4037  
mooref@baycounty.net

**This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website [www.baycounty-mi.gov](http://www.baycounty-mi.gov).**

## LAW ENFORCEMENT CENTER ADDITIONAL INFORMATION

### FACILITY SPECIFIC

1. Currently three (3) inmates have their own insurance.
2. Medication is currently administered by a local pharmacist to approximately 165 inmates.
3. The successful bidder is not required to provide staff people to replace deputies who give out the medication.
4. All Sheriff Deputies are trained in CPR and a few are trained in first aid.
5. As of this release zero (0) inmates have AIDS.
6. The inmates do not receive counseling from Public Health.
7. The female population is currently at 26 with one (1) pregnancy.
8. Every inmate who is here for more than five (5) days has a medial file and is assessed by way of a questionnaire.
9. The Bay County Law Enforcement Center has approximately 4500 bookings per year.
10. The County will continue to use Blue Cross/Blue Shield as its provider.

### STAFF SPECIFIC

11. Current physician(s) are provided by Correctional Healthcare Companies.
12. On-call Staff:
  - The Head Nurse (RN) is on call for phone consult instructions.
  - The Physician is on call for contact and direction.

It is not a requirement that the on-call person return to the facility, it would depend on the circumstance for the call.
13. All medication is to be distributed by medical staff.
14. The Supervising Nurse is a "working" RN.
15. Nursing hours may be covered by an RN, LPN or MA.
16. The onsite health administrator must be provided by the proposer, Bay County does not employee an administrator.

### PHARMACY SPECIFIC

17. The County does not require the vendor to provide pharmacy services the County currently uses the Drug Shop in the Allen Medical Building and the County will bear all charges.
18. Medications are not provided in blister or roll packs.
19. Medications are dispensed at 7:15 AM, 1:30 PM, and 7:30 PM and are dispensed by the Medical Personnel
20. The County owns one medication cart.
21. Medications are sent home with the inmate if the inmate arrives with medication that is both accepted and proper counts, they will leave with the remainder of their script. Depending on the medication and the day of released the inmates, on occasion, have been sent out with a few days' supply of "County" medications.
22. Depending on the medication small amounts of over the counter can both be issued or ordered on commissary to be kept on the inmate's person.

### SCREENING/SPECIALTY SERVICES/ON-SITES

23. The Bail County Jail does not have a dental room or equipment, nor does a dentist currently practice onsite.
24. Bay County Jail currently has basic equipment in house: exam table, glucose test kit, blood pressure equipment, etc.
25. Bay County currently covers the cost of the serum for TB test for inmates. The initial screening is done at the time of booking, and physical within 14 days, average is 1 or 2 days.

**FINANCIAL/DISCOUNTS/LIMITS**

26. Bay County Law Enforcement Center is currently not accredited by NCCHC.

**RECORDS/MANAGEMENT/OTHER**

27. Current population breakdown is (average daily population = 213):

- County 75 – 80%
- ICE 0
- US Marshal 8
- Native American 0
- Federal 3
- D.O.C. 2
- Work Release 14
- Indigent Approx. 120

**MENTAL HEALTH**

28. Currently the jail provides mental health services through Bay Area Behavior Health.

29. Inmates may request mental health services and they are not charged a fee.

**BID SUMMARY  
BAY COUNTY JAIL**

**PRICING PER HOUR – 16 HOURS PER DAY**

<b>Position</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Nursing Services</b>					
<b>Federal Holiday Rate for Nursing Services</b>					
<b>Medication Distribution Technician</b>					
<b>Federal Holiday Rate for Medical Distribution Technician</b>					
<b>Office Assistant</b>					
<b>Federal Holiday Rate for Office Assistant</b>					
<b>Physician Services</b>					
<b>Federal Holiday Rate for Physician Services</b>					
<b>Call-in rate for Physician</b>					
<b>Per Diem Rate for Population Fluctuations</b>					
<b>TOTAL ANNUAL COST</b>					

**PRICING MUST BE PROVIDED FOR EACH SERVICE; “BULK” PRICING WILL RESULT IN A REJECTION OF THE BID SUBMISSION.**

**CERTIFICATION**

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_



## QUESTIONNAIRE

Instance	Yes	No
Were grievances or complaints filed against the organization (not including discrimination)?		
Were lawsuits or judgments filed?		
Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism or any criminal activities?		
Was there a default or breach of contract?		
Did this organization or a parent organization declare bankruptcy or go into receivership?		
Were there any discrimination complaints or rulings against the agency?		

If any of the above items are checked yes, the following supplemental information must be provided:

1. Date the item was initiated.
2. Party or parties involved with specific references to public funding.
3. Brief description of the circumstances.
4. Final disposition and date, if applicable.
5. Brief description if action is still pending.

General Information	Yes	No
Bidder has developed and routinely uses a detailed Policy & Procedure Manual.		
Bidder has an established Grievance Procedure in place specific to the concerns of inmates and corrections staff.		
Bidder has an Evaluation Program in place that considers contractual obligation as well as customer satisfaction. Contractor agrees to provide regular reports relative to various outlined performance measures and participate in regular meeting referencing those measures.		
Bidder has written job descriptions for all health care staff.		
Bidder assures compliance with all anti-discrimination laws.		

The above require a Yes/No response with comments only as deemed necessary.

## JAIL FACILITY REFERENCES

<b>1</b>	<b>Administrator Name:</b>	<b>Contact Name:</b>	<b>Contact Title:</b>
<b>Address:</b> _____ _____ _____		<b>Phone Number:</b>	
		<b>Contact email:</b>	
		<b>How long have you had this account?</b>	
<b>Service Provided:</b> _____ _____			

<b>2</b>	<b>Administrator Name:</b>	<b>Contact Name:</b>	<b>Contact Title:</b>
<b>Address:</b> _____ _____ _____		<b>Phone Number:</b>	
		<b>Contact email:</b>	
		<b>How long have you had this account?</b>	
<b>Service Provided:</b> _____ _____			

## FORMER CLIENT

<b>3</b>	<b>Administrator Name:</b>	<b>Contact Name:</b>	<b>Contact Title:</b>
<b>Address:</b> _____ _____ _____		<b>Phone Number:</b>	
		<b>Contact email:</b>	
		<b>How long have you had this account?</b>	
<b>Service Provided:</b> _____ _____			

**ON-SITE AND OFF-SITE SERVICES**

Please state how on-site and off-site health care services will be provided for the facility. The bidder must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the bidder plans to approach the task. A restatement of each task taken from these bidding documents will not be considered responsive. All standards defined within the **2008** National Commission on Correctional Health Care will be addressed within the body of the proposal.

Use additional pages if necessary.

**RESUME OF ON-SITE PROGRAM ADMINISTRATOR, PHYSICIAN SERVICES AND ANY REQUIRED LICENSES**

INSURANCE CERTIFICATE

**STAFFING PLAN AND ORGANIZATIONAL CHART**

Please provide a detailed description of staffing coverage to comply with the request for proposal.

**ACCREDITATION**

The bidder shall address a plan to secure and/or maintain National Commission of Correctional Health Care (NCCHC) accreditation. If the bidder is currently accredited please include a copy of the accreditation.

Please explain how the bidder is affiliated with NCCHC.

**PERSONNEL MATTERS**

1. Recruitment practice.
2. Equal employment opportunities.
3. Licensure/certification requirements.
4. Staff training and personnel development.
5. Orientation of new personnel.
6. Employee support program.
7. Continuing education.
8. In-service training.
9. Performance Reviews.



**TRANSITION PLAN**

For each facility Bidder is to describe in detail how it would make the transition from the current service provision to ensure the full delivery of services commencing September 1, 2015. The plan should address specifically who would be doing what on which dates and times, including the formulation of plans, hiring of employees and subcontractors and ensuring continuity of care.

**PROGRAM SUPPORT SERVICES**

In addition to providing on-site services, off-site services and personnel services each bidder shall provide professional management services to support the health program at the facility.

1. Peer Review Committee.
2. Quality Assurance Program.
3. Cost Assurance Program.
4. Management Information System.
5. Accreditation.